

FACILITY USE AND RENTAL POLICY

Westchester Community College has well-maintained buildings and grounds in Mount Vernon, Ossining, Peekskill, White Plains, and Yonkers and a bucolic 218-acre main campus centrally located in Valhalla, New York, for the primary purposes of delivering educational instruction and conducting college business.

POLICY STATEMENT

The College's facilities are available for use by external entities on a fair, equitable, and space-available basis while providing safety and security for people and equipment and maintaining the facilities in excellent condition. All requests are granted at the discretion of the President of the College. This policy applies to one-time use of College facilities and not long-term arrangements, leases, or partnerships involving College facilities.

ACCEPTABLE USE GUIDELINES

1. All College facility use shall comply with local, state, and federal laws and regulations, including those of Westchester Community College and the State University of New York.
2. The order of priority for use of College facilities shall be as follows:
 - a) College instructional purposes (both credit and noncredit).
 - b) Activities sponsored by the College, Westchester Community College Foundation, and the Faculty Student Association.
 - c) Activities sponsored by federal government, New York State, and county agencies within New York.
 - d) Activities sponsored by non-profit or community service organizations.
 - e) Activities sponsored by for-profit community organizations.
 - f) All other activities (including private individual events).
3. All facility reservations are subject to change based upon the College's instructional needs and the size and scope of the facility use request.
4. Applicable ancillary fees (such as custodial, security, and media) will be charged to organizations in categories (c) through (f) and according to the Facility Use and Rental Fee Schedule.
5. Organizations in categories (c) and (d) shall receive a 15% discount on room rental fees.
6. Actual facility use exceeding the agreed upon duration by more than thirty (30) minutes shall be billed accordingly in four (4) hour increments for room rental and ancillary fees.
7. Facility use requests to film, photograph, and/or record any material may be subject to review by the Office of Marketing and Communications.

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8. Any use of the College name, seal, logo, or brand identity in advertising and promotional notices shall be approved in advance, except for disseminating information about event location, directions, and parking.
9. Guests shall be held liable for any damages arising from facility use.
10. Facility use requests shall not be granted for activities that could lead to riot, civil disorder, divisiveness, or undue controversy in the community.
11. Guests should be aware of the following policies.
 - a) Due to unforeseen circumstances, such as inclement weather, the College may close. If the College is closed, facility use is not permitted. The College website (www.sunywcc.edu) announces all delays or closures.
 - b) Use of tobacco products and vaping devices is prohibited on campus.
 - c) Alcohol is prohibited except by prior approval from the President of the College.
 - d) Guests shall comply with the State University of New York Child Protection Policy. Responsible adults shall accompany children under 18 years old at all times.
12. Guests shall ensure that activities do not interfere with instructional purposes, learning activities, and other regular activities.
13. No activities shall exceed the maximum capacity for rooms as determined by the College.
14. Westchester Community College's Faculty Student Association has the right of first refusal for all catering needs at all College locations.
15. Fifty (50) percent of the agreed upon rental fee shall be a non-refundable deposit, except as otherwise set forth in the facility use and rental conditions, and shall accompany the signed and notarized Facility Use and Rental Conditions and Indemnification form. The balance of the payment shall be received by the College no later than two business days before the facility use commences.
16. No facilities use will be reserved and confirmed until the following are received and approved: signed and notarized Facility Use and Rental Conditions and Indemnification form, proof of insurance, 50% deposit, and any other special requirements as determined by the College.

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HANKIN ACADEMIC ARTS BUILDING THEATRE ACCEPTABLE USE GUIDELINES

1. All fire and safety regulations shall be strictly enforced.
2. Only qualified personnel shall operate stage lighting and sound reinforcement systems.
3. All props, scenery, costumes, etc. brought into the theater shall be removed from the building immediately after the last show.
4. Guests are responsible for supervising children attending auditions, set construction, rehearsals, etc.
5. The use of candles or other open flames while using the facility is prohibited.

COLLEGE EQUIPMENT ACCEPTABLE USE GUIDELINES

1. All equipment and tools shall be turned off and locked when not in use.
2. Only College trained personnel shall operate special equipment.
3. No unauthorized person shall handle lights, lift, batten, sound, or set construction equipment.
4. Any alteration of the basic theater setup shall be conducted by College personnel only.
5. If the audio set-up in the theater must be altered, a College audio/visual technician must review and approve the alterations.
6. The control booth must be kept locked when not in use, and only authorized personnel will occupy the control booth.
7. Facility reservations for evenings or weekends of the Davis Auditorium, Hankin Academic Arts Theater, Computer Labs, Culinary Arts Teaching Kitchen or any other space with specialized equipment, will include fees for a College technician to operate specialized equipment and to ensure items are restored to original settings preventing interruption of any classroom instruction.

INSURANCE REQUIREMENTS

I. Insurance - Westchester Community College requires a Certificate of Insurance from any external organization using College facilities. This original certificate (a copy is not acceptable) must be received by the college prior to the event. Failure of the Licensee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Licensee from any liability under this license, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Licensee concerning indemnification. The insurance coverage required is as follows:

Commercial General Liability Insurance: with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" and "Westchester Community College" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- Premises - Operations.
- Broad Form Contractual.
- Independent Contractor and Sub-Contractor.
- Products and Completed Operations.

Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" and "Westchester Community College" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County and College for both on-going and completed operations.

Workers' Compensation: Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims not to be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at <http://www.wcb.ny.gov>.

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If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

Additional Insurance: Depending on the activity, additional insurance may be required.

Cancellation Notice: Insurance Company (Carrier) must notify Westchester Community College of any insurance cancellation within 10 days of such cancellation.

NOTE: Westchester Community College and the County of Westchester must be named as additional insureds on the Certificate of Insurance. In addition, for any sports activity the Certificate must state, "Coverage includes opposing team players."

INDEMNIFICATION REQUIREMENTS

Completion of the Facility Use Rental Conditions and Indemnification form is required. In order to ensure adequate time to review, approve, and prepare for facility use, it is recommended that the form be signed, notarized, and received by the facility rental coordinator, along with insurance documentation and nonrefundable deposit, at least thirty (30) days prior to facility use.

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PROCEDURES

1. Submit a Facility Use and Rental Request form on the college website.
2. Upon receipt of the Facility Use and Rental Request form, the facility rental coordinator will advise on the availability of space and provide a fee estimate.
3. If the terms and conditions of the facility use are acceptable, the facility rental coordinator will obtain approval from the President of the College.
4. If approved by the President and at least 30 days prior to the event, submit the Facility Use and Rental Conditions and Indemnification Form, Certificates of Insurance or proof of self-insurance (the name of the insured must match the name on the Rental Request form), nonrefundable 50% deposit, and any other required documentation.
5. Upon verification of the required documents and deposit, the facility rental coordinator will confirm the facility use/rental in correspondence containing the contact information for campus services (custodial, security, and media). Note: facilities are not reserved and held for client use until verification of the required documents and deposit.
6. Payment of the remainder of rental fees is due two business days before the facility use commences.